

DECLARATION AND POWER OF ATTORNEY
FOR U.S. PROVISIONAL PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,
and

I believe I am an original, first and joint inventor of the subject matter which is described
in the provisional patent application entitled

PROCESSES FOR THE PRODUCTION OF ALPHA-
DIFLUOROMETHYL ORNITHINE (DFMO)

the specification of which was filed on August 29, 2001 as provisional U.S. Application No.
60/315832.

I hereby state that I have reviewed and understand the contents of the above-identified
provisional application.

I hereby appoint the attorneys and agents associated with **Customer No. 23914**,
respectively and individually, as my attorneys and agents, with full power of substitution and
revocation, to transact all business in the Patent and Trademark Office connected with this
provisional application.

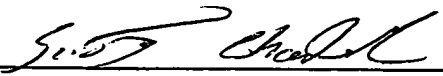
Please address all communications to the address associated with **Customer No.**
23914, which is currently Marla J. Mathias, Bristol-Myers Squibb Company, Patent Department,
P.O. Box 4000, Princeton, NJ 08543-4000.

FIRST JOINT INVENTOR:

Full name	:	Jingyang Zhu
Signature	:	<u>Jingyang Zhu</u>
Date	:	<u>09/27/2001</u> (MM/DD/YY)
Citizenship	:	United States of America
Residence	:	Jamesville, New York
P.O. Address	:	120 Cedar Heights Drive Jamesville, New York 13214

SECOND JOINT INVENTOR:

Full name : **Scott T. Chadwick**

Signature : 

Date : 9/28/01
(MM/DD/YY)

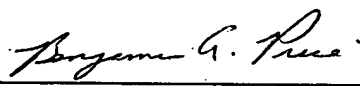
Citizenship : United States of America

Residence : Tully, New York

P.O. Address : 5700 Lake Road
Tully, New York 13159

THIRD JOINT INVENTOR:

Full name : **Benjamin A. Price**

Signature : 

Date : 9/27/01
(MM/DD/YY)

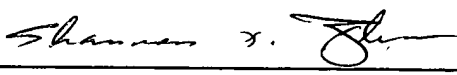
Citizenship : United States of America

Residence : DeWitt, New York

P.O. Address : 120 Oak Hollow Road
DeWitt, New York 13214

FOURTH JOINT INVENTOR:

Full name : **Shannon X. Zhao**

Signature : 

Date : 09/27/2001
(MM/DD/YY)

Citizenship : United States of America

Residence : East Syracuse, New York

P.O. Address : 503 Tilden Drive
East Syracuse, New York 13057

FIFTH JOINT INVENTOR:

Full name : **Carrie A. Costello**

Signature : *Carrie A. Costello*

Date : 09/27/01
(MM/DD/YY)

Citizenship : United States of America

Residence : Syracuse, New York

P.O. Address : 143 Paul Avenue
Syracuse, New York 13206

SIXTH JOINT INVENTOR:

Full name : **Purushotham Vemishetti**

Signature : *Purush*

Date : 9/28/01
(MM/DD/YY)

Citizenship : United States of America

Residence : East Syracuse, New York

P.O. Address : 7316 Snowball Run
East Syracuse, New York 13057

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Zhu, et al.)
)
App. No.	:	Unassigned)
)
Filed	:	August 19, 2002)
)
For	:	PROCESSES FOR THE)
		PRODUCTION OF α -)
		DIFLUOROMETHYL ORNITHINE)
		(DFMO))
)
)
Examiner	:	Unassigned)
)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

United States Patent and Trademark Office
P.O. Box 2327
Arlington, VA 22202

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040

App. No. : Unassigned
Filed : August 19, 2002

Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

WOMEN FIRST HEALTHCARE, INC.

Dated: 8/21/02

By: Sandra Childs
Saundra Childs

Title: Vice President, Pharmaceuticals

Address: 12220 El Camino Real, Suite 400
San Diego, CA 92130

S:\DOCS\ETA\ETA-1219.DOC/cfg/081902

ASSIGNMENT

We,

Jingyang Zhu	residing at	120 Cedar Heights Drive Jamesville, New York 13214 United States of America
Scott T. Chadwick	residing at	5700 Lake Road Tully, New York 13159 United States of America
Benjamin A. Price	residing at	120 Oak Hollow Road DeWitt, New York 13214 United States of America
Shannon X. Zhao	residing at	503 Tilden Drive East Syracuse, New York 13057 United States of America
Carrie A. Costello	residing at	143 Paul Avenue Syracuse, New York 13206 United States of America
Purushotham Vemishetti	residing at	7316 Snowball Run East Syracuse, New York 13057 United States of America,

pursuant to contractual obligations heretofore assumed by us and/or for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to **Bristol-Myers Squibb Company**, a Delaware corporation, having a place of business at Lawrenceville-Princeton Road, Princeton, NJ 08543-4000, its successors, assigns and legal representatives, all our right, title and interest, which includes the right to and full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty, including any international convention for the protection of industrial property, in and for all countries of the world, including the United States and its territories and possessions, in and to the invention entitled:

PROCESSES FOR THE PRODUCTION OF ALPHA-DIFLUOROMETHYL ORNITHINE (DFMO)

invented by us and described in the provisional United States patent application

Application No. 60/315832, filed August 29, 2001,

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including said provisional United States patent application and any application claiming priority from said provisional application, filed in any country, and any patents which may be issued and/or granted thereon, and all divisions, continuations, reissues, reexamination certificates and extensions thereof in all countries, the said interest being the entire ownership of said invention and all of said applications, patents (including reissue patents), extensions and reexamination certificates to be held and enjoyed by the said Bristol-Myers Squibb Company and its successors and assigns to the full end of the terms to which said patents (including reissue patents), extensions and reexamination certificates may be granted and/or issued, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made;

And we hereby agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to testify in any legal proceedings, to sign and/or execute any further documents and/or instruments which may be necessary, lawful and proper in and/or for the filing and/or prosecution of all applications, including divisional, continuation and reissue applications, extensions and reexamination certificates and/or the granting and/or issuance thereof and/or to otherwise secure title to said invention and all of said applications, patents (including reissue patents, extensions and reexamination certificates in said assignee, and in general to do everything possible to aid said assignee, its successors and assigns to obtain and enforce proper protection for said invention in all countries.

Signed this 27 day of September, 2001 by Jingyang Zhu
Jingyang Zhu

Signed this 27 day of September, 2001 by Scott T. Chadwick
Scott T. Chadwick

Signed this 27 day of September, 2001 by Benjamin A. Price
Benjamin A. Price

Signed this 27 day of September, 2001 by Shannon X. Zhao
Shannon X. Zhao

Signed this 27 day of September, 2001 by Carrie A. Costello
Carrie A. Costello

Signed this 27 day of September, 2001 by Purusotham Vemishetti
Purusotham Vemishetti

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Attorney Docket No. QA251 PSP

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.

On the 27th day of September 2001, before me came Jingyang Zhu, to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he executed it.

EILEEN M. BARRY
Notary Public, State of New York
Qualified in Cayuga County
No. 01CA5034323 2002
My Commission Expires Oct 11, 19

Eileen M Barry
Notary Public

[SEAL]

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.

On the 27th day of September 2001, before me came Scott T. Chadwick, to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he executed it.

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Eileen M Barry
Notary Public

[SEAL]

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COUNTY OF ONONDAGA) ss.

On the 27th day of September 2001, before me came Benjamin A. Price, to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he executed it.

EILEEN M. BARRY
Notary Public, State of New York
Qualified in Cayuga County
No. 01CA5034323 2002
My Commission Expires Oct 11, 19

Eileen M Barry
Notary Public

[SEAL]

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STATE OF NEW YORK)
) ss.
COUNTY OF ~~Onondaga~~)

On the 27th day of September 2001, before me came Shannon X. Zhao, to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that she executed it.

EILEEN M. BARRY
Notary Public, State of New York
Qualified in Cayuga County
No. 01CA5034323
My Commission Expires Oct 11, 2002

Eileen M Barry
Notary Public

[SEAL]

STATE OF NEW YORK)
) ss.
COUNTY OF ~~Onondaga~~)

On the 27th day of September 2001, before me came Carrie A. Costello, to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that she executed it.

EILEEN M. BARRY
Notary Public, State of New York
Qualified in Cayuga County
No. 01CA5034323
My Commission Expires Oct 11, 2002

Eileen M Barry
Notary Public

[SEAL]

STATE OF NEW YORK)
) ss.
COUNTY OF ~~Onondaga~~)

On the 27th day of September 2001, before me came Purushotham Vemishetti, to me known to be the person of that name mentioned in, and who executed the foregoing Assignment and acknowledged that he executed it.

EILEEN M. BARRY
Notary Public, State of New York
Qualified in Cayuga County
No. 01CA5034323
My Commission Expires Oct 11, 2002

Eileen M Barry
Notary Public

[SEAL]

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ASSIGNMENT OF BMS PATENTS

THIS ASSIGNMENT OF BMS PATENTS (this "Assignment of BMS Patents") is made as of the 25 day of July, 2002, by and between Bristol-Myers Squibb Company ("BMS") and Women First HealthCare, Inc. ("Assignee").

WHEREAS, Westwood-Squibb Colton Holdings Partnership (the "Seller"), a partnership between Colton Research Development Inc., a wholly owned subsidiary of The Gillette Company ("Gillette"), and Westwood-Squibb Holdings, Inc., a wholly owned subsidiary of BMS, is engaged in the business of manufacturing, distributing, marketing and selling current presentations and formulations of the prescription form of VANIQA® (eflornithine hydrochloride) Cream, 13.9% (the "Product"); and

WHEREAS, Seller, Assignee, BMS and Gillette have entered into an Asset Purchase Agreement dated as of the 25 day of June, 2002 (the "Asset Purchase Agreement"), pursuant to which Seller is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to the BMS Patents (as such term is defined in the Asset Purchase Agreement) listed on Schedule I hereto (the "BMS Patents");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which we hereby acknowledged, BMS does hereby sell, assign, transfer, set over, and deliver to Assignee all rights, title and interest in and to:

- (i) the BMS Patents;
- (ii) all divisional, continuations, continuations-in-part, reissues, extensions, re-examinations or renewal applications related to the BMS Patents;
- (iii) all rights of enforcement and the right to damages for past infringement, misappropriation or other conflicts relating to the BMS Patents; and
- (iv) all other rights relating to the BMS Patents, to the extent such rights exist.

FURTHERMORE, BMS will, at the expense of Assignee (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment of BMS Patents at the appropriate registries and to demonstrate Assignee's title to the BMS Patents.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that BMS makes no representations or warranties whatsoever with respect to the BMS Patents and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 3.07 of the Asset Purchase Agreement.

The provisions of Section 11 of the Asset Purchase Agreement shall apply to this Assignment of BMS Patents to the extent relevant.

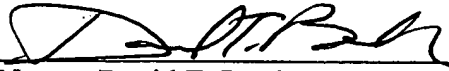
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment of BMS Patents as of the date first written above.

BRISTOL-MYERS SQUIBB COMPANY

By: 
Name: David T. Bonk
Title: Vice President and Associate General
Counsel, Intellectual Property

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Charles F. Caparole
Title: Chief Financial Officer

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SCHEDULE I
BMS PATENTS

US patent application Serial No. 60/312,657, filed August 15, 2001;

US patent application Serial No. 60/315,832, filed August 29, 2001.

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